



SPECIMEN CONTRACT, DATED JANUARY 22, 2003

**COST-REIMBURSEMENT WITH A
NON-PROFIT ORGANIZATION**

This Contract is between the Contractor (identified below) and the California Institute of Technology, Jet Propulsion Laboratory ("the Institute" or "JPL"), and is awarded pursuant to the Prime Contract between the Institute and NASA, and shall be administered in accordance with the following, which are incorporated by reference and made an integral part of this Contract:

- JPL General Provisions (GPs) entitled "Cost Reimbursement with Commercial Organizations Contract," R 8/01, with Included Attachments.
- Below Additional General Provisions (AGPs)
- Below "ARTICLES."

NOTE: The GPs and AGPs can be found at: <http://acquisition.jpl.nasa.gov/e2000.htm>

Contractor Name and Address:

For Work Described In: This Contract, including all Exhibits and Attachments

Effective Start Date:

End Date:

Cost Summary:

Estimated Cost: \$
Total Amount Allotted: \$

----- POINTS OF CONTACT -----

	<u>Name</u>	<u>Phone No.</u>	<u>Fax No.</u>
Contractor:			
Administrative:			
Investigator:			
JPL:			
Administrative:	John T. Davis	(818) 354-2055	(818) 354-3494
Technical Manager:			

The below parties have agreed to the Contract's terms and conditions and to the effective start date

CALIFORNIA INSTITUTE OF TECHNOLOGY
JET PROPULSION LABORATORY

By: _____	By: _____
Signed	Signed
_____ Typed Name	_____ Typed Name
_____ Typed Title	_____ Typed Title

Pursuant to JPL NASA Prime Contract Task Order No.
A DO-C9 Rating is assigned to this Contract under DMS Regulation 1.

ARTICLE 1. STATEMENT OF WORK

- (a) The Contractor shall provide the services of TBD as the Principal Investigator to perform research and provide deliverables as described in Attachment 1, entitled "Statement of Work and Delivery/Performance Schedule," dated 1/21/03, attached hereto and made a material part of this Contract

ARTICLE 2. DELIVERY OR PERFORMANCE SCHEDULE

The Contractor shall:

- (a) Submit any interim report(s) and a final report of subject inventions, in accordance with the AGP entitled "Patent Rights - Retention by the Contractor (Short Form)", attached to this contract if applicable.
- (b) Deliver to JPL any required Compliance Audit Report pursuant to OMB Circular A-133 within 30 days of completion of the Report or receipt of the Report by the Contractor for any periods during which this Contract is being performed, unless already provided.
- (c) Deliver, if a large non-profit organization:
 - (1) Semiannually, Standard Form (SF) 294, "Subcontracting Report for Individual Contracts"
 - (2) Annually, SF 295, "Summary Subcontract Report"
- (d) Deliver the items and perform the services as indicated in Attachment 1.

ARTICLE 3. ALTERATIONS IN THIS CONTRACT

- (a) The following alterations have been made in this Contract:

In the General Provisions to this Contract, wherever the word "schedule(s)" appears in reference to the work or costs of this Contract, said references shall refer to the work referenced and costs contained on the first page of this Contract. Other General Provision references to "schedule(s)" shall be deemed to refer to the "Articles" portion of this Contract.

- (b) In the GP Article entitled Allowable Cost and Payment, paragraph (a), delete the reference to "Subpart 31.3 of FAR" and substitute: "Subpart 31.7 of FAR". **(Check OMB Circular 122 to see if the Non-Profit Organization qualifies for this substitution)**
- (c) Inspection of Research and Development (Short Form).

The GP Article entitled "Inspection of Research and Development" is hereby deleted in its entirety and the following is substituted:

INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)

JPL and the Government have the right to inspect and evaluate the work performed or being performed under the Contract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If JPL or the Government performs inspection or evaluation on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

- (d) "Stop Work Order," "Excusable Delays," and "Termination" GPs.

The Article entitled "Stop Work Order" is modified as follows:

Delete paragraph (a)(2) and substitute:

- (2) Terminate the work covered by such order for convenience of the Institute or the Government.

Delete paragraph (d) in its entirety.

Delete the Article entitled "Excusable Delays" in its entirety and substitute "Reserved".

Delete the Article entitled "Termination" in its entirety and substitute:

TERMINATION FOR CONVENIENCE

- (a) JPL may terminate performance of work under this Contract in whole or, from time to time, in part, if JPL determines that a termination is in the interest of the Institute or the Government. JPL shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.
- (b) After receipt of a Notice of Termination and except as directed by JPL, the Contractor shall immediately proceed with the following obligations:
 - (1) Stop work as specified in the notice.
 - (2) Place no further subcontracts or orders (referred to as subcontracts in this Article), except as necessary to complete the continued portion of the Contract.
 - (3) Terminate all applicable subcontracts and cancel or divert applicable commitments covering personal services that extend beyond the effective date of termination.
 - (4) Assign to JPL, as directed by JPL, all right, title, and interest of the Contractor under the subcontracts terminated, in which case JPL shall have the right to settle or pay any termination settlement proposal arising out of those terminations.
 - (5) With approval or ratification to the extent required by JPL, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; approval or ratification will be final for purposes of this Article.
 - (6) Transfer title (if not already transferred) and, as directed by JPL, deliver to JPL any information and items that, if the Contract had been completed, would have been required to be furnished, including (i) materials or equipment produced, in process, or acquired for the work terminated and (ii) completed or partially completed plans, drawings and information.
 - (7) Complete performance of the work not terminated.
 - (8) Take any action that may be necessary, or that JPL may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
 - (9) Use its best efforts to sell, as directed or authorized by JPL, termination inventory other than that retained by JPL under subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, JPL. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Institute under this Contract, credited to the price or cost of the work, or paid in any other manner directed by JPL.
- (c) After termination, the Contractor shall submit a final termination settlement proposal to JPL in the form and with the certification prescribed by JPL. The Contractor shall submit the proposal promptly but no later than six months from the effective date of termination unless extended in writing by JPL upon written request of the Contractor within this six-month period. If the Contractor fails to submit the termination settlement proposal within the time allowed, JPL may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

- (d) Subject to paragraph (c) above, the Contractor and JPL may agree upon the whole or any part of the amount to be paid because of the termination. This amount may include reasonable cancellation charges incurred by the Contractor and any reasonable loss on outstanding commitments for personal services that the Contractor is unable to cancel; provided, that the Contractor exercised reasonable diligence in diverting such commitments to other operations. The Contract shall be amended and the Contractor paid the agreed amount.
 - (e) The cost principles and procedures in Subpart 31.3 of the FAR and any corresponding implementing or supplementing provisions in the NFS, in effect on the date of this Contract, shall govern all costs claimed, agreed to, or determined under this Article; however, if the Contractor is not an educational institution, and is a nonprofit organization under Office of Management and Budget (OMB) Circular A-122, "Cost Principles for Nonprofit Organizations," those cost principles in effect on the date of this Contract shall apply; provided, that if the Contractor is a nonprofit institution listed in Attachment C of OMB Circular A-122, the cost principles at FAR 31.2 and any corresponding implementing or supplementing provisions in the NFS, in effect on the date of this Contract, for commercial organizations shall apply to such Contractor.
 - (f) The Institute may, under the terms and conditions it prescribes, make partial payments against costs incurred by the Contractor for the terminated portion of this Contract, if the Institute believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
- (e) Title to Equipment.

In the GP Article entitled "Government Property," delete paragraph (c), Title, and substitute:

(c) Title.

- (1) The Government shall retain title to all GFP.
- (2) All GFP and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this Article. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.
- (3) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract and that, under the provisions of this Contract is to vest in the Government, shall pass to and vest in the Government upon the vendor's delivery of such property. Title to all other property, the cost of which is to be reimbursed to the Contractor under this Contract and that under the provisions of this Contract is to vest in the Government, shall pass to and vest in the Government upon:
 - (A) Issuance of the property for use in Contract performance;
 - (B) Commencement of processing of the property or its use in Contract performance; or
 - (C) Reimbursement of the cost of the property by the Institute, whichever occurs first.
- (4) Title to equipment (and other tangible personal property) specifically approved by JPL in writing to be purchased with funds available for research and having an acquisition cost of \$5,000 or less shall vest in the Contractor, upon acquisition, provided JPL concurs in writing by issuance of the form specified below. Title to equipment purchased with funds available for research and having an acquisition cost in excess of \$5,000 shall vest with the Government, unless JPL (with NASA approval) indicates otherwise in writing by issuance of the form indicated below. If title to equipment vests in the Contractor under this subparagraph (c)(4), the Contractor agrees that no charge will be made to the Institute for any depreciation, amortization, or use under any existing or future JPL or Government

contract or subcontract thereunder. In any case in which the equipment is a computer workstation consisting of a monitor and central processing unit, and for similar "systems" of equipment, "title" and the "acquisition cost" as used in this subparagraph shall be deemed to refer to the title and acquisition cost of the "system." The status of title to property and the required concurrence and approvals will be tracked using the form (JPL 2710) attached, which will be issued to the Contractor by the JPL Negotiator.

- (5) Vesting title under this paragraph (c) is subject to civil rights legislation, 42 U.S.C. 2000d. Before title is vested and by signing this Contract, the Contractor accepts and agrees to the following: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contemplated financial assistance (title to equipment)."

ARTICLE 4. SPECIAL PROVISIONS

- (a) Key Personnel and Facilities.

The personnel and/or facilities, if any, specified below in paragraph (b) are considered essential to the work being performed hereunder. Prior to removing, replacing, or diverting any of the specified individuals or facilities, the Contractor shall notify JPL reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this Contract. No diversion shall be made by the Contractor without the written consent of JPL; provided, that JPL may ratify in writing the change, and such ratification shall constitute the consent of JPL required by this Article. Paragraph (b) below may, with the consent of the Contracting parties, be amended from time to time during the course of the Contract to either add or delete personnel and/or facilities, as appropriate.

- (b) The following Contractor personnel shall be considered Key Personnel under this Contract:

TBD

ARTICLE 5. OPTION PROVISIONS

- (a) The Contractor hereby grants to JPL the option to unilaterally extend the period of performance of this Contract as follows (JPL will not exercise any option unless a valid NASA Task Order No. exists):

Option Period:

This option is to observe the radial velocity Epochs 2 and 3, and additional measurements for replacement candidate stars. Changes to the Contract are as follows:

- On the first page of the Contract:
 - Delete the end date of "09/25/05" and substitute "07/31/09."
 - Delete the total amount allotted of \$TBD and substitute \$TBD (TBD = to be determined at the time of negotiations of the initial Contract)
- Attachment 1, Statement of Work and Delivery/Performance Schedule, paragraph 1.1.3 shall be deleted and the following substituted:
 - 1.1.3 Obtain one additional measurement per surviving candidate star at "Epoch 2" and "Epoch 3." Epoch 2 observations shall occur two years after their respective Epoch 0 observations. Epoch 3 observations shall occur five years after their respective Epoch 0 observations.
- JPL will give preliminary written notice of its intent to exercise the option period no later than ninety days before this Contract is to expire. Such written notice will not be deemed to commit JPL to exercise the option. However, JPL may unilaterally exercise the option period before the Contract is to expire. All terms and conditions of the basic Contract shall continue during the option period.

ADDITIONAL GENERAL PROVISIONS

- BALANCE OF PAYMENTS PROGRAM (4/99)
- COST ACCOUNTING STANDARDS AND ADMINISTRATION OF COST ACCOUNTING STANDARDS (4/99) (exempt if small business)
- DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES AND ADMINISTRATION OF COST ACCOUNTING STANDARDS (4/99)
- DUTY FREE ENTRY (3/00)
- FOREIGN TRAVEL REPORTING REQUIREMENTS (4/99)
- INSPECTION OF SERVICES (4/99)
- INVENTION REPORTING AND RIGHTS – FOREIGN (4/99) (if a non-domestic contractor for work outside the United States)
- PATENT RIGHTS – RETENTION BY THE CONTRACTOR (SHORT FORM) (4/99)
- PRIME CONTRACT EXPIRATION – COST/CREI (7/02)
- SAFETY AND HEALTH (4/00)
- TAXES – FOREIGN COST-REIMBURSEMENT CONTRACT (CT – 4/99) (if work is wholly or partially in a foreign country)